**Wisconsin Hospital Mutual Aid**

**Memorandum of Understanding**

This MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 2015 (the "Effective Date"), by and among the Participating Hospitals.

RECITALS

1. Whereas, Wisconsin may experience natural and man-made disasters and other mass casualty events, that could generate a need for health care services that exceeds the resources of any individual hospital; and
2. Whereas, the Participating Hospitals acknowledge that they may lack the staff, equipment, supplies and other essential services to meet the health care needs of patients upon the occurrence of a disaster; and
3. Whereas, the Participating Hospitals acknowledge that, in certain incidents, a hospital may find it necessary to evacuate and transfer patients; and
4. Whereas, the Participating Hospitals have determined that this MOU is necessary to facilitate mutual assistance through communication, coordination of the transfer of patients, the sharing of resources such as staff, equipment, supplies, pharmaceuticals in the event of a disaster;

AGREEMENTS

Therefore, in consideration of the Recitals and the mutual agreements contained herein, the Participating Hospitals agree as follows:

1. Definitions:

* 1. “Administrator” means the hospital Chief Executive Officer or Administrator or Hospital Incident Commander or their designee, who has authority to make decisions in behalf of the Participating Hospital.
  2. “Disaster” means a situation or event which overwhelms local capacity to respond to the immediate needs of the community and requires immediate response. A Disaster may result in a declaration of a disaster, emergency or public health emergency by an authorized governmental official, and require regional, state, federal, or international assistance or may be limited to an event which overwhelms the ability of the Participating Hospital to care for patients in the ordinary course of business. A Disaster can be of short duration or may be a sustained incident.
  3. "Emergency Operation Center” (EOC) means a local, tribal, state or governmental coordination center that a Participating Hospital may utilize to collect, coordinate and disseminate current information about the incident and/or the deployment of supplies, equipment, bed capacity and other resources.
  4. "Emergency Operations Plan" means the plan of the Participating Hospital for response to emergency situations associated with natural and man-made disasters, technological incidents, mass casualty incidents, national security emergencies and similar unplanned events in or affecting the Participating Hospital(s) and/or its service area.
  5. “Facility Status Report” means the list of contact information and resources that is maintained by the Participating Hospital on WI Trac.
  6. “Hospital Command Center” (HCC) means the coordination center within a Participating Hospital that manages an incident at the Participating Hospital in collaboration with other emergency response organizations.
  7. "Incident Command System (ICS)" means the standardized management structure used to facilitate mitigation, planning, response and recovery and to control the use and deployment of personnel, equipment, materials, facilities and communications in the event of a Disaster.
  8. "Incident Commander" means the individual responsible at a Participating Hospital for the overall management of response to a Disaster.
  9. “Lending Facility” means a Participating Hospital that provides personnel, material resources or other necessities to the Requesting Facility during a Disaster.
  10. “National Incident Management System” (NIMS) means the system developed so responders from different jurisdictions and disciplines can work together better to respond to natural or man-made disasters and emergencies. The benefits of NIMS include a unified approach to incident management; standard command and management structures; and emphasis on preparedness, mutual aid and resource management.
  11. "Participating Hospital" means a hospital: (i) licensed by the State of Wisconsin; (ii) that has executed this MOU; (iii) that is compliant with the National Incident Management System (NIMS); (iv) that is listed as a Participating Hospital on WI Trac.
  12. “Redundant Communications System” means that the Participating Hospital has multiple ways of communicating with Hospital Command Centers and with other emergency response partners. Redundant Communications may include, but is not limited to, landline and cellular telephones, two-way radios, satellite telephones, amateur HAM radio, and WISCOM radios.
  13. "Requesting Facility" means a Participating Hospital, which is experiencing a Disaster and which requests personnel, material resources and other necessities from another Participating Hospital (Lending Facility).
  14. “WI Trac” (Wisconsin Tracking, Resources Alerting and Communications) means the web-based system, designed to alert site users of incidents or exercises, to track availability of beds and other resource availability at site user hospitals. The system also provides the capability to a Participating Hospital to track the location of patients in a Disaster.
  15. “Volunteer” means an individual who is not employed by the hospital (requesting volunteers) or any of the hospital’s parent or sister organizations, which offers to provide services to the hospital during a disaster without the expectation of monetary compensation from the hospital.

1. Non-Binding Agreement. This MOU is a voluntary, nonbinding agreement among the Participating Hospitals to provide mutual aid in a Disaster.
   1. However, with its signature on this agreement, each Participating Hospital states its intent to cooperate with one another and coordinate response efforts in the event of a disaster, to the extent possible.
   2. The Participating Hospital further understands that, if called upon, the Participating Hospital will make best efforts to share staff, equipment, supplies and other essential services with other hospitals in need. However, the Participating Hospital acknowledges that it is under no obligation to share such staff, equipment, supplies and other essential services if such sharing would result in jeopardizing its ability to provide care for its own patients.
2. Maintenance of Emergency Operations Plan. This MOU is not intended to replace or supplant a Participating Hospital's Emergency Operations Plan.
   1. Each Participating Hospital is responsible for maintaining its own Emergency Operations Plan that includes, but is not limited to, provisions for the care of patients in a Disaster, maintenance of necessary supplies and equipment, appropriate training of staff and the implementation of an internal Incident Command System.

* 1. Each Participating Hospital agrees to incorporate the terms of this MOU into its Emergency Operations Plan.

1. Exercises. Each Participating Hospital agrees to participate in at least one community exercise annually with other emergency response partners upon reasonable request and under such terms and conditions as are mutually agreeable to each of the Participating Hospitals.
2. Communication. As part of this MOU, each Participating Hospital shall provide and communicate situationally appropriate information to the applicable EOC or appropriate Hospital Command Center(s) during exercises or disasters.
   1. Each Participating Hospital shall maintain an up-dated list of its contact information and resources under the Facility Status Report on WI Trac.
   2. Each Participating Hospital shall maintain redundant communications systems to communicate with other Hospital Command Centers and its emergency response partners.
3. Mutual Aid Received by or Provided to a Participating Hospital.
   1. Authority and Communication. Only the Administrator, the Incident Commander, physician in charge, have the authority to initiate the request for the transfer of patients or the receipt or delivery of personnel or material resources pursuant to this MOU.
      1. A request may initially be made verbally to the applicable EOC or Hospital Command Center(s) specifying
         1. the number of patients needing transfer or
         2. the type and quantity of material resources or personnel needed,
         3. an estimate of how quickly the requested items or services are needed and
         4. the location to which personnel should report or requested items are to be delivered.
      2. This request should be confirmed in writing, using the HICS 260 – Patient Evacuation Tracking Form or its equivalent,as soon as possible to the applicable EOC or Hospital Command Center(s).
   2. Personnel.
      1. Request for Personnel. Personnel employed by, contracted with or on the medical staff of the Lending Facility can be deployed to the Requesting Facility according to the terms of the Inter-Facility Staffing Agreement (Appendix A) or any other terms mutually agreeable between the Lending Facility and the Requesting Facility.
      2. Volunteers. Participating Hospitals may request the assistance of volunteers through
         1. the Wisconsin Division of Public Health and its Wisconsin Emergency Assistance Volunteer Registry (WEAVR)
         2. through a request to the EOC
         3. through a request directly to Participating Hospitals
   3. Request for Pharmaceuticals and/or Supplies. The Participating Hospital that is a Requesting Facility shall reimburse the Lending Facility for any supplies and/or pharmaceuticals according to the current cost for the Lending Facility to replace these supplies and/or pharmaceuticals or by any other reimbursement means mutually agreeable. Schedule II pharmaceuticals shall be transferred following all applicable rules and regulations.
   4. Request for Equipment.
      1. Specialized Medical/Surgical Equipment. Participating Hospitals understand that most medical/surgical equipment is facility specific and may require trained staff to operate this equipment. It is the responsibility of the Requesting Facility to negotiate an agreement with the Lending Facility regarding the use of specialized medical/surgical equipment along with related supplies and consumables, reimbursement for staff from the Lending Facility that may need to accompany the specialized medical/surgical equipment and the reimbursement rate for the rental of the specialized medical/surgical equipment.
      2. Non-Specialized Medical/Surgical Equipment. Equipment such as IV poles, wheelchairs, etc. may be reimbursed at the current rental rates of a mutually agreed upon Durable Medial Equipment Provider or at another rate mutually agreeable.
4. Transportation of Pharmaceuticals, Supplies and/or Equipment. The cost of the transport of requested pharmaceuticals, supplies and/or equipment to the Receiving Facility shall be the responsibility of the Receiving Facility.
5. Transfer/Evacuation of Patients.
   1. Communication and Documentation. A Participating Hospital may request a transfer of patients in accord with current national transfer standards through the EOC or directly to the Hospital Command Center(s).
      1. Participating Hospitals may request a bed availability count through Wisconsin Tracking Resources Alerts and Communications (WI Trac) to assist in determining at which participating Hospitals beds are available.
      2. The request to Participating Hospitals which have beds available to receive patients shall specify the approximate number of patients the Transferring Hospital would like to transfer and provide other pertinent information, utilizing the HICS Form 260, Patient Evacuation Tracking Form or its equivalent.
      3. To the extent possible, the Transferring Hospital shall provide the Receiving Hospital with copies of the patient's pertinent medical records and other information necessary for the Receiving Hospital(s) to provide medical care and services to the patient, including an identifier such as a patient ID wristband to tie the patient to the Medical Record and other supplies sent with the patient.
   2. Transporting Patients. The Transferring Hospital(s) is to be in compliance with the terms of its Inter-Facility Transfer Agreement.
      1. To the extent possible, the Transferring Hospital shall use its best efforts to ensure that patients are transferred to the Receiving Hospital most appropriate to meet the medical needs of the transferred patient.
      2. Extraordinary drugs or special equipment utilized by the patient, if available, shall be transported with the patient, if medically necessary, by the Transferring Hospital.
      3. The EOC and/or the Hospital Command Center(s) shall assist in the coordination of the transport of patients.
6. Limitation on Claims. The execution of this MOU shall not give rise to any liability or legal responsibility for failure to respond to any request for assistance, lack of speed in responding to such a request, inadequacy or malfunction of equipment or the abilities, training or experience of responding Personnel.
7. Independent Relationship. This MOU does not create nor shall be deemed or construed to create a partnership, joint venture or any relationship between the Participating Hospitals, other than that of independent entities contracting with each other hereunder solely for the purpose of effectuating the provisions of this MOU.
8. Insurance. Each Participating Hospital shall maintain, at its own expense, professional liability/errors and omissions insurance coverage in accordance with amounts required under the Wisconsin Patients Compensation Fund, worker's compensation insurance coverage and commercial general liability insurance coverage for itself and its respective employees.
9. Term and Termination. This MOU shall remain in effect for one year. Effective Date and shall continue for one year, and, thereafter shall automatically renew for successive one‑year periods for up to five years unless sooner terminated. Any Participating Hospital may terminate its participation in this MOU at any time by providing written notice to the Wisconsin Division of Public Health, Manager, Healthcare Emergency Preparedness Program, 1 W. Wilson Street, Room 1150, P.O. Box 2659, Madison, WI 53701-2659 at least thirty (30) business days prior to the effective date of such termination.
10. Miscellaneous Provisions.
    1. Payment of Fees. All compensation for supplies, pharmaceuticals or use of equipment provided to the Requesting Facility pursuant to this MOU shall be paid by the Requesting Facility within thirty (30) business days of its receipt of an invoice and supporting documentation from the Lending Hospital or according to terms mutually agreeable between the Lending and the Requesting Facilities.
    2. Review and Amendment. This MOU may be amended only upon the written agreement of all of the Participating Hospitals.
    3. Governing Law. This MOU shall be governed by and construed and enforced in accordance with the laws of the State of Wisconsin.
    4. Severability. Whenever possible, each provision of this MOU shall be interpreted in such manner as to be effective and valid under applicable law; provided, however, that if any provision of this MOU shall be held to be prohibited or invalid under such applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this MOU.
    5. Further Assurances. The Participating Hospitals shall execute and deliver, or cause to be executed and delivered all such other instruments and documents, and will take all such other action, as may be reasonably necessary from time to time in order to carry out the provisions and purposes of this MOU.
    6. Assignment. This MOU shall not be assignable by any Participating Hospital.
    7. Counterparts. This MOU may be executed by facsimile in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Name of Participating Hospital City

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature and Title of Participating Hospital Date

Appendix A: Inter-Facility Staffing Agreement[[1]](#footnote-1)

This agreement (the "Agreement") is by and between (name of facility) ("Facility A"), and (name of facility) ("Facility B"), each a hospital or other acute-care health care facility which serves Wisconsin communities. Facility A and Facility B may be referred to collectively as "Facilities” or "Parties."

**Recitals**

WHEREAS, each Facility is a health care facility that serves Wisconsin communities; and

WHEREAS, the Parties acknowledge that either party may, in times of disaster or emergency, lack the personnel, materials resources and other necessities[[2]](#footnote-2) to provide care to those in need in the community; and

WHEREAS, the Parties have determined that an agreement, developed prior to the occurrence of a disaster or emergency, is needed to facilitate communication and cooperation between the Parties in the event of an emergency or disaster;

NOW, THEREFORE, in consideration of the above recitals and for other good and valuable considerations, the Parties agree as follows:

1. Definitions
   1. A " Lending Facility” is a Facility that provides personnel, material resources or other necessities to the Requesting Facility (defined below) during a Disaster or Emergency (each defined below).
   2. A "Requesting Facility" is a Facility which is experiencing a Disaster or Emergency and which requests personnel, material resources and other necessities from Lending Facility pursuant to this Agreement.
   3. A “Disaster" or "Emergency" exists when an unanticipated or excessive surge in the need for medical care causes a Requesting Facility to require additional personnel, material resources or other necessities to permit the Requesting Facility to provide care and services to those in need, and which results in the activation of the Requesting Facility's Emergency Operations Plan.
   4. "Emergency Operations Plan" means a Facility's plan for response to extraordinary emergency situations associated with natural and man-made disasters, technological incidents, mass casualty incidents, national security emergencies and similar unplanned events in or affecting the Facility and/or its service area.
   5. "Incident Command System (ICS)" means the standardized management structure used to facilitate mitigation, planning, response and recovery and to control use and deployment of personnel, equipment, materials, facilities and communications in the event of a Disaster or Emergency.
   6. "Incident Commander" means the individual responsible at the Requesting Facility for overall management of response to an Emergency or Disaster.
2. Commitment to Cooperate. The Parties acknowledge that the goal of this Agreement is to facilitate cooperation between the Parties in the event of a Disaster or Emergency. By necessity, therefore, the ability of each party to provide support to the other party cannot be predicted. The Parties agree that, when assistance is requested by one Facility, the other Facility shall assess its situation to determine the availability of requested personnel, material resources and other necessities. Each Party agrees to render assistance to a Requesting Facility in accordance with the terms of this Agreement to the fullest extent possible, given that Party's situation at the time.

1. Procedures for Requesting Personnel:
   1. Integration with Incident Command
      1. Any requests for personnel under this Agreement shall be coordinated with the Hospital Incident Command Center at the Requesting Facility and, if activated, with the Hospital Incident Command Center at the Lending Facility.
      2. In the event the Disaster or Emergency affects more than one health care facility, or more than one area or geographic region, all deployment of personnel may be coordinated through the local, regional or state Emergency Operations Center responsible for the emergency response. If the Lending Facility and the Requesting Facility are under the jurisdiction of different Emergency Operations Centers, the Emergency Operations Centers for each shall coordinate deployment together.
   2. Initiation of Request for Personnel
      1. Each Facility shall identify a Designated Representative and at least two back-up individuals (each of whom shall also be referred to in this Agreement as a Designated Representative), who shall be responsible for working with the Designated Representative of the other Facility both prior to and during any Disaster or Emergency.
      2. Any request for personnel, material resources and other necessities during a Disaster or Emergency shall be transmitted through the Designated Representative after approval by the applicable Hospital Incident Commander or his/her designee.
      3. An initial request for personnel, material resources and other necessities during a Disaster or Emergency may be transmitted verbally. A written confirmation will be provided from the Requesting Facility to the Lending Facility as soon as is reasonably possible under the circumstances.
      4. A request for personnel shall include the following information:
         1. The type (i.e., licensure and/or skills required) and number of personnel requested;
         2. The time at which requested personnel should report to Requesting Facility;
         3. The location to which requested personnel should report; and
         4. the length service of the personnel that is being requested
   3. Candidates.
      1. In response to a request for personnel, the Lending Facility will advise the Requesting Facility of the names and classifications of personnel the Lending Facility can provide (see Exhibit A).

* + 1. If the Lending Facility is unable to provide the number or classifications of personnel requested, Lending Facility may, but is not required to, propose alternatives to such request.
    2. If the area served by the Requesting Facility has been declared by appropriate governmental personnel to qualify as a state of emergency, a public health emergency, or other declaration authorized by law, under which the appropriate authority(s) have authorized waiver of licensure, certification or registration, recognition of licensure, certification or registration from other states or nations, or similarly modified the requirements ordinarily imposed on the provision of healthcare, evidence of licensure, certification or registration in another state or country, or relevant education, training and experience, Lending Facility may propose to provide trained but unlicensed personnel to Requesting Facility. The decision to accept or not accept such personnel shall be in the sole discretion of the Requesting Facility, based on the best interests of the patients to be served.
    3. The Lending Facility will exert diligent efforts to identify Candidates who meet the Requesting Facility's request, while ensuring that the Lending Facility remains capable of meeting its patient care needs.
  1. The Requesting Facility reserves the right to accept or not accept any Candidates for non-discriminatory reasons, based on the review of the information regarding the Candidates provided by Lending Facility.

1. Length of Service.
   1. The Requesting Facility may request that the Candidate(s) work in two-week increments, e.g. 2 weeks, 4 week, 6, weeks etc. However, if the need is for the short-term, the Requesting Facility may specify the number of days Candidates are needed.
   2. The Lending Facility retains the right to limit the length of service of any Candidate, based upon needs of the Lending Facility.
   3. The Lending Facility shall list the agreed upon length of Service of each Candidate on Exhibit A.

1. Deployment and Documentation.
   1. Each Candidate will be directed to report to the deployment location at the time agreed upon by the Lending Facility and the Requesting Facility.
   2. Each Candidate shall be required to present a valid identification badge from the Lending Facility. The Requesting Facility shall be responsible for matching the individual to the identification badge and the list of approved Candidates prior to permitting the individual to assume duties.
   3. To the extent possible, the Lending Facility will provide to the Requesting Facility prior to or contemporaneous with the arrival of Candidates at the deployment location, documentation from the Lending Facility's personnel files demonstrating the Candidate's qualifications and licensure.
   4. The Requesting Facility shall ensure that its process for permitting Candidates to provide services during the Disaster or Emergency comply with the Requesting Facility's policies, laws, regulations, and applicable accreditation requirements.
2. Payment and Invoicing Terms.
   1. Hourly Rate. The Requesting Facility agrees to reimburse the Requesting Facility, for Candidates provided, the Candidate’s current hourly rate plus current benefits costs. The Requesting Facility will pay Lending Facility the amounts set forth in Exhibit A for the Candidates and classifications listed. The Candidate(s) will remain the employee of Lending Facility during the time the Candidate(s) is providing services for the Requesting Facility pursuant to this Agreement. Candidate plus the Fringe Benefit Percentage as set forth in Exhibit A.
   2. Invoicing. Lending Facility will submit invoices to Requesting Facility on a weekly basis or on an alternative time-frame mutually agreed upon, by the Parties. Requesting Facility will pay Lending Facility within seven (7) business days of receipt of each invoice or on an alternative time-frame mutually agreed upon, by the Parties.
3. Candidate Expenses. The Requesting Facility understands that it is responsible for all costs associated with deploying the Candidate to the Requesting Facility’s location. These costs will include, but are not limited to, such expenses as lodging, transportation, meals and other expenses necessary for the Candidate to provide services for the Requesting Facility.
4. Replacement Candidate. Should a Candidate terminate his or her deployment to the Requesting Facility for any reason, Lending Facility will make diligent efforts to provide a replacement Candidate for the position(s) set forth in Section 1 (or alternative position(s), designated by the Requesting Facility). The Requesting Facility is not obligated to accept this replacement Candidate, and the Requesting Facility may request a replacement from other hospitals or healthcare facilities.
5. Supervision. Requesting Facility shall be responsible for properly orienting and supervising any Candidate deployed to Requesting Facility. Candidates shall comply with Requesting Facility policies and procedures when providing services at the Requesting Facility; provided, that Lending Facility shall not be liable to Requesting Facility for breach of this requirement by a Candidate.
6. Confidential Information. Each Facility recognizes and acknowledges that the other Facility possesses certain confidential information that constitutes a valuable, special, and unique asset. As used herein, the term "confidential information" includes all information and materials belonging to, used by, or in the possession of a Facility relating to its products, processes, services, technology, inventions, patents, ideas, contracts, financial information, developments, business strategies, pricing, current and prospective customers, marketing plans, and trade secrets of every kind and character, but shall not include
   1. information that was already within the public domain at the time the information is acquired by the other Facility, or
   2. information that subsequently becomes public through no act or omission of the other Facility. Each Facility shall respect, protect, and not misuse the confidential information of the other Facility to which it may be exposed through this Agreement.
7. Non-Solicitation. For a period of one year following the end of deployment of a Candidate, the Requesting Facility shall not attempt to recruit that Candidate to become an employee of Requesting Facility. This prohibition shall not apply to an employee responding to the general advertisement of an open position by the other Party.
8. Insurance and Liability. Each Facility shall consult with its insurance carrier to determine whether its malpractice coverage will cover the acts of a Candidate during deployment. Unless otherwise agreed, the Requesting Facility shall arrange for malpractice coverage of Candidates providing services under this Agreement. To the greatest extent possible, if there has been declared in the area served by the Requesting Facility a State of Emergency, a Public Health Emergency, or other declaration authorized by law, under which liability limitation or protection may be available, the Parties shall cooperate to obtain, to the greatest extent possible, such limitation or protection from liability for the provision of Candidates under this Agreement.
9. Termination. This Agreement is terminable, upon thirty (30) days notice and for any reason by either Party. Termination of this Agreement shall not affect the Lending Facility’s right to compensation for Candidates hired by Requesting Facility prior to the date of termination. The Lending Facility understands that, despite such termination, all Candidates, serving the Requesting Facility, will complete their agreed upon assignment.
10. Miscellaneous.
    1. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin without regard to conflict of law principles.
    2. Entire Agreement. This Agreement contains the entire agreement and understanding between the Parties hereto and supersedes any prior or contemporaneous written or oral agreements, representations, and warranties between them respecting the subject matter hereof. Notwithstanding the foregoing, the Parties agree that applicable Emergency Operations Plans may direct certain aspects of deployment and response during the Disaster or Emergency.
    3. Amendment. This Agreement may be amended only by a writing signed by duly authorized representatives of each Party.
    4. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.
    5. Construction. The headings and captions of this Agreement are provided for convenience only and are intended to have no effect in construing or interpreting this Agreement. The language in all parts of this Agreement shall be in all cases construed according to its fair meaning and not strictly for or against either party.
    6. Rights Cumulative. The rights and remedies provided by this Agreement are cumulative, and the exercise of any right or remedy by either party hereto (or by its successor), whether pursuant to this Agreement, to any other agreement, or to law, shall not preclude or waive its right to exercise any or all other rights and remedies.
    7. Non-waiver. No failure or neglect of either party hereto in any instance to exercise any right, power or privilege hereunder or under law shall constitute a waiver of any other right, power or privilege or of the same right, power or privilege in any other instance. All waivers by either party hereto must be contained in a written instrument signed by the party to be charged.
    8. Notices. Any notice, request, consent or approval required or permitted to be given under this Agreement or pursuant to law shall be sufficient if in writing, and if and when sent by certified or registered mail, with postage prepaid, to the address for Facility A or Facility, as the case may be:
       1. If to Facility A:
       2. If to Facility B:
    9. Assignment. The Agreement is not assignable or transferable.
    10. Representations; Counterparts. Each person executing this Agreement on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder. This Agreement may be executed (by original or facsimile signature) in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.
    11. Disputes. Any controversy, claim or dispute arising out of or relating to this Agreement or the relationship, either during the existence of the relationship or afterwards, between the parties hereto, their assignees, their affiliates, their attorneys, or agents, shall be resolved solely by confidential binding arbitration in [CITY], [STATE] under the then applicable commercial arbitration rules of JAMS[[3]](#footnote-3). Each party shall bear their own attorney fees, expert witness fees, and costs.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year written below.

**Facility A**

By:

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title:

Date:

**Facility B**

By:

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title:

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Exhibit A: Reimbursement for Candidates

The Lending Facility shall be reimbursed by the Requesting Facility for each Candidate at such Candidate's current hourly rates plus the Fringe Benefit Percentage:

**Example Only**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Candidate | Classification | Current Hourly Rate | Fringe Benefit Percentage | Total Hourly  Payment to Lending Facility | Length of Service Requested |
| Shirley Jones | Registered Nurse | $28.19 | 39.345% | $39.28 | 2 weeks |
| Wanda Simons | Registered Nurse | $29.56 | 39.345% | $41.19 | 2 weeks |
| Paul Brown | Phlebotomist | $11.78 | 39.345% | $16.42 | 4 weeks |
| George Maples | Radiology Technician | $21.89 | 39.345% | $30.50 | 6 weeks |



1. This Agreement is not to be considered as legal advice, but rather is intended to serve as a guide for the hospital to design its own agreement for the sharing of staff in a disaster. [↑](#footnote-ref-1)
2. This agreement applies to personnel. However, it may be necessary that certain material resources and other necessities accompany the personnel. [↑](#footnote-ref-2)
3. JAMS is a title and not an acronym. JAMS mediators and arbitrators are Resolution Experts who resolve some of the nation's largest, most complex and contentious disputes. JAMS rules of arbitration can be found at <http://www.jamsadr.com/arbitration/rules.asp> [↑](#footnote-ref-3)